

EXHIBIT D

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of February 2018 by and between DMA PROPERTIES, INC., a South Carolina corporation and BLACK DUCK PROPERTIES, LLC, a Texas limited liability company.

Witnesseth:

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Consideration: DMA Properties, Inc. shall be paid twenty percent (20%) (Net Profits Share") of the Net Profits from Black Duck Properties, LLC or its successors or assigns during the period of time beginning on the date of first written above (the "Period").
 - a. Net Profits shall mean gross revenues actually received by Black Duck Properties, LLC., or its successors or assigns directly from the operation, use, maintenance or sale (including partial sales or conveyances) of the pipe and related facilities commonly known as the P-21 or Express pipeline less actual cost of goods and costs and expenses associated with the operation or sale of the same.
 - b. Black Duck Properties, LLC.'s obligation to pay the Net Profits Share shall attach and run with the P-21 or Express pipeline and Black Duck Properties, LLC. binds its successors and assigns to the payment of the Net Profits Share.

The parties agree to execute such other and additional legal instruments, consents, ratifications and other matters as may be reasonably required in order to effectuate the intent of this Agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

Each party hereby warrants:

- a.) That it has full power and authority to enter into this Agreement.
- b.) That such entry and the performance of its obligations under these terms and conditions will not breach any other agreement to which it is a party or by which it is bound.

- c.) That it has taken all necessary actions and obtained all relevant consents approvals and/or authorizations to enable it to lawfully and effectively enter into and perform its obligations under this agreement.
- d.) Each party agrees that upon this agreement being fully executed that this will become the ONLY valid agreement between the parties AND this agreement as mentioned in the binding "EMAIL AGREEMENT" ONLY IN REGARDS to the P-21 Express Pipeline that, both parties agree that this agreement satisfies the duties (in the Email Agreement) regarding ONLY the P-21 Express Pipeline and that all other prior agreements or duties of any kind that relate to the P-21 Express Pipeline are NULL AND VOID.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the close of business on the date first above written.

DMA PROPERTIES, INC.

By: 

Frank Daniel Moore, Principal

BLACK DUCK PROPERTIES, LLC

By:  Manager

Larry M. Wright, Manager